



Request for Proposal

Solicitation #: 294124 Amendment 001

Date Issued: December 6, 2016 December 8, 2016

Issued To:

Offerors

This Request for Proposal (RFP) is issued under the authority of the Department of Energy Prime Contract DE-AC06-09RL14728.

This RFP is issued by:

Mission Support Alliance, LLC
P.O. Box 650
Richland, WA 99352

Contract Specialist:
Matt Parker
G3-16
509-376-5005
Matthew_R_Parker@rl.gov

Proposals are to be prepared in accordance with the instructions and conditions set forth herein. Proposals are to be received by the close of business (4:00 P.M., PST) on Wednesday, December 21, 2016 to the address shown above, attention to the Contract Specialist identified above.

All questions are to be directed to the Contract Specialist identified above, and shall be submitted no later than Wednesday, December 14, 2016. All proposals are subject to the terms and conditions set forth herein. Any exceptions, deviations, or omissions may be grounds for rejection of proposals submitted.



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A.0 Solicitation

A.1 North American Industry Classification System (NAICS) Code and Size Standard

(A01) Rev 002 3/1/2011

The Buyer has determined that North American Industry Classification System (NAICS) Code 441320 applies to this acquisition. Therefore, the size standard for determining whether an Offeror is a small business in regard to this acquisition is 500 employees.

If this solicitation is designated as a small business set-aside, the Offeror certifies that they are a small business by submitting a proposal or an offer to this solicitation.

A.2 Small Business Set Aside – Solicitation

(A03) Rev. 2 08/20/2013

Proposals made under this acquisition are solicited from Small Business Concerns, including; Small Disadvantaged, Small Women-Owned, Service Disabled Veteran and HUBZone Small Businesses. Any resulting Subcontract shall be performed solely by Small Businesses. Proposals received from concerns that are not Small Businesses shall not be considered for award.

Business classifications must comply with Small Business Administration guidelines.

In general:

- Small Women-Owned, Service Disabled-Veteran Owned Business and Small Disadvantaged Business may self-certify their business size.
- Small Disadvantaged Business Qualifications: A small business must be at least 51% owned and controlled by a socially and economically disadvantaged individual or individuals. African Americans, Hispanic Americans, Asian Pacific Americans, Subcontinent Asian Americans, and Native Americans are presumed to qualify. Other individuals can qualify if they show by a [“preponderance of the evidence”](#) that they are disadvantaged. All individuals must have a net worth of less than \$750,000.00, excluding the equity of the business and primary residence. Successful applicants must also meet applicable size standards for small businesses in their industry.

The following Small Business Concerns must be certified by the Small Business Administration (SBA):

- [HUBZone Small Business Qualifications](#): A firm can be found to be a qualified HUBZone concern, if:
 - It is [small](#),



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- It must be owned and controlled by at least 51% by U.S. Citizens, a Community Development Corporation, an agricultural cooperation, and/or Indian tribe,
- It is [located in an “historically underutilized business zone”](#) (HUBZone), and
- At least 35% of its employees must reside in a HUBZone.

A.3 Proposal Submittal

(A37) Rev. 0 03/14/2011

1. Proposals are to be received by the close of business (4:00 P.M., PST) on the date specified in the Solicitation.
2. Other Proposal Methods

Proposals must be submitted by E-mail.

3. Late Proposals

A proposal is considered late if it is received after the exact time and date specified for receipt and will not be considered unless it is the only proposal received.

4. Proposal Changes

Any modification of a proposal, including the Contract Specialist's request for “Best and Final Offer,” is subject to the same conditions as in the “Late Proposals” section above.

5. Withdrawal of Proposals

Proposals may be withdrawn by written or electronic notice to the Buyer at any time prior to award. A Subcontractor, or its authorized representative, may withdraw proposals in person, provided their identity is made known and they sign a receipt for the proposal.

A.4 Substitutions

(A38) Rev. 0 03/14/2011

The substitution of any items specified on this Subcontract requires prior Buyer approval before delivery. Unauthorized substitutions may result in rejection of the item at no cost to the buyer.

A.5 Financial Capability Determination

(A39) Rev. 0 03/14/2011

Prior to Award, the Buyer reserves the right to request any or all Offerors to submit data which will be used to make a determination of financial capability to perform on any resultant



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Subcontract. Such data may include, however not be limited to, current annual reports, lines of credit with financial institutions and suppliers, and/or any other such data as may be required to make a determination of the Subcontractor's financial capabilities.

A.6 Indefinite Quantity/Indefinite Delivery Subcontract (IDIQ)

(A45) Rev. 0 03/14/2011

This is an Indefinite Quantity/Indefinite Delivery Subcontract for the services specified in the Statement of Work. Subcontractor performance within the general Statement of Work requirements of this Subcontract shall be authorized by Order(s) issued by the Buyer in accordance with the ordering procedure of this Subcontract.

The Buyer shall order and Subcontractor shall deliver a minimum of \$100,000.00 in services under this Subcontract.

The Buyer may order a maximum of \$400,000.00 in services under this Subcontract.

A.7 Basis of Award – Lowest Price Technically Acceptable

(A85) Rev. 1 2/28/2013

Award may be made to the Offeror submitting the lowest evaluated price that is technically acceptable among offers that meet all requirements of the solicitation.

The Offeror must provide a list price to include all tires as described in the Statement of Work and the price offered to the buyer (i.e. discount off price list). The prices will be fixed for the base period plus options.

For evaluation purposes, the offeror shall populate the pricing in the attachment, *Pricing – Tires for Fleet Services*, for the base period. The total cost of the parts in the attachment will be evaluated to determine the lowest price offered.

The offeror may propose an emergency delivery fixed unit rate for emergency deliveries in excess of five (5) per month.

A.8 Conflict of Interest Disclosure and Representation

(A102) Rev. 1 5/01/2014

It is the Buyer's policy to avoid situations, which place a Subcontractor in a position wherein it may not be able to compete on an equal basis for Buyer-controlled work with other qualified contractors. To address this matter, the Subcontractor is to consider the relevant circumstances surrounding this effort to determine if there are any past, present or future interests (financial, contractual, organizational or personal) that could be viewed as a conflict of interest. The Subcontractor is to insert the following statement into any proposal response to MSA:



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Subcontractor hereby certifies that [] there is not or [] there is a potential conflict of interest. If there are any real or potential concerns, they shall be disclosed and highlighted in the Subcontractor's proposal. Any such disclosure may result in the need for additional discussions relative to the Subcontractor's continued participation in this effort.

A.9 Award Notification

(A95) Rev. 0 3/14/2011

The Subcontractor is hereby notified that effective on **TBD**, the Subcontractor is awarded a Firm Fixed Unit Rate Subcontract for the delivery/performance of the item(s) and/or service(s) in accordance with all the requirements and conditions set forth or by reference attached herein in an amount of **\$TBD**. The Subcontractor shall pay any required state or federal sales taxes or fees, invoiced as separate line items. The Subcontractor shall not exceed this amount without specific written authorization from the Contract Specialist.

A.10 Buy American Act - Non Construction Subcontracts

(A101) Rev. 0 1/21/2014

It is the Buyer's preference to purchase domestic end products in accordance with the Buy American Act (BAA) ([FAR 25](#)). Subcontractor certifies that all products supplied under this contract are domestic end products as defined in the Buy American Act, except those products of foreign origin which were specifically identified, evaluated, and authorized by the Buyer prior to award.

**Materials used in this Subcontract must be domestic end products as defined in [FAR 52.225-1](#) unless the Buyer, prior to award of the Subcontract, approves a request for exemption. Subcontractor requests to supply foreign materials must include adequate information for evaluation of the request as identified in [FAR 52.225-1](#).*

B.0 QA / Inspection Requirements – N/A

C.0 Description/Statement of Work

Refer to Section J.1 for Statement of Work.



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D.0 Transportation Instructions

D.1 Transportation Charges – Full Prepaid

(D06) Rev. 1 4/17/2012

The Subcontractor is responsible for and shall pay all transportation charges and shall not invoice the Buyer for such transportation charges. The Subcontractor bears all responsibility for damage or loss until delivery is made to designated Hanford location.

With exception to Premium shipping/handling charges, which will be paid for at actuals by buyer upon ~~Contract Specialist~~ BTR or Parts Handler pre-approval; these costs shall be identified as an individual line item on the Subcontractor's invoice.

D.2 Packing List

(D22) Rev. 0 3/14/2011

Subcontractor shall enclose a packing list with each shipment referencing:

1. Name of Subcontractor
2. Subcontract number and item number
3. Date of Subcontract
4. Itemized list of supplies, materials, or services furnished
5. Quantity of each item
6. Date of delivery or shipment
7. Stock number (if applicable)

E.0 Schedule – N/A

F.0 Delivery/Performance

F.1 Term of Subcontract

(F08) Rev. 0 3/14/2011

The term of this Subcontract shall commence on the date of award and shall end on January 31, 2018 unless extended by the parties or terminated by other provisions of this Subcontract.



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F.2 Subcontract Options

(H54) Rev. 0 3/14/2011

The Buyer retains the sole right to exercise the option(s) included in this Subcontract. The inclusion of the option(s) does not represent a commitment, financial or otherwise, on the part of the Buyer to exercise any or all of the option(s) nor extend the Subcontract beyond the end date specified by the Subcontract or most current Subcontract amendment. Buyer may exercise one or more options by providing written notice to the Subcontractor prior to the most current Subcontract end date. Lacking written notice by the Buyer, the option(s) will expire with the Subcontract.

1) Option Period 1 – 1 year period of performance February 1, 2018 through January 31, 2019

2) Option Period 2 – 1 year period of performance February 1, 2019 through January 31, 2020

G.0 Subcontract Administration

G.1 Authorized Personnel

(G03) Rev. 0 1/28/2010

Only the following named individuals are authorized to make changes to this Subcontract or Purchase Order:

Contract Specialist, Matt Parker, 509-376-5005, Matthew_R_Parker@rl.gov

Contracts Manager, Brian Mair, 509-376-4692, Brian_C_Mair@rl.gov

G.2 Subcontractor Invoices for Subcontracts

(G044) Rev. 0 2/27/2012

The following process shall be used on invoices submitted to Mission Support Alliance. Unauthorized deviations from these instructions *may* result in delayed payment or returned invoices.

Invoice Submittal Requirements:

- Subcontractor shall provide a copy of all packing lists (as described in section D.2 above, for all items ordered with the monthly invoice for Contract Specialist review and verification.
- Submittal of an invoice constitutes Subcontractor's certification that materials, work, and/or services have been delivered, and invoice rates are in accordance with the Subcontract provisions.



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- Invoices for services may not be submitted more than once per calendar month unless otherwise authorized in the Subcontract.
- The total amount due for the billing period must be clearly identified on all invoices (this amount should be set apart from any cumulative amounts or subtotals included on the invoice).
- The Subcontractor shall indicate the labor rate, number of hours, and period of performance being billed on each invoice, when applicable.
- Invoiced rates, travel, or other direct charges must be specifically defined in the Subcontract to be allowable for reimbursement.
- Travel expenses (if authorized) must be itemized and supported with receipts in accordance with the requirements set forth under the clause titled, "Reimbursement of Travel Expenses," or as otherwise stated within the Subcontract.
- All invoices shall be submitted electronically to Accounts Payable (msa_invoices@rl.gov) unless otherwise stated by the Contract Specialist. Please *do not* submit hard copies unless requested by Buyer.
- Each Subcontract and releases must be invoiced separately.
 - The Subcontractor name, invoice number, and the Subcontract and release numbers must be shown in the subject line of the e-mail message used to submit an electronic invoice. The suggested format for the subject line is: Subcontractor Name, Invoice XXXXX, and Subcontract XXXXX-X (i.e. 47825 - Release 20).
 - Each invoice must have a unique invoice number.
 - Each invoice should include the name and telephone number of a company representative available to respond to invoice questions.
 - Remittance will only be made to the remittance address on file for the Subcontractor. Invoices from third parties or with different remittance instructions or addresses will not be processed.
 - Questions or requests for exceptions should be addressed to the Contract Specialist.
 - Before payments can be made via Electronic Funds Transfer (EFT), an "Authorization for Electronic Funds Transfer of Invoice Payments" form must be completed and returned to Buyer. The form is located at: <http://www.hanford.gov/pmm/files.cfm/eft.pdf>. **NOTE:** The original form with signature and date shall be mailed to the address at the bottom of the form. Copies of the form that have been e-mailed or faxed will not be accepted.



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G.3 Terms of Payment

(G047) Rev. 0 7/14/2014

Payment terms are net 30 days, unless otherwise agreed upon in writing, upon satisfactory receipt of goods or provision of services and receipt of an accurate invoice.

H.0 Special Requirements

H.1 Audit Rights - Established Catalog or Market Price Warranty

(H13) Rev. 0 3/14/2011

Award of this Subcontract is predicated on Subcontractor's warranty that its proposed price is based on its established catalog or market price. Therefore, the Buyer or an authorized representative has the right to examine the records of the Subcontractor as necessary to assure that the prices charged for the items under this Subcontract are as warranted.

H.2 Lowest Price Warranty

(H14) Rev. 0 3/14/2011

Subcontractor warrants that the prices set forth in this Subcontract do not exceed those charged by Subcontractor to any other customers purchasing the same item in like or comparable quantities.

The Buyer or an authorized representative shall have the right to examine the records of the Subcontractor as necessary to assure that the prices charged under this Subcontract do not exceed those charged by the Subcontractor to any other customer purchasing the same item(s) in like or comparable quantities.

H.3 Facility Closure Notice - Holiday and Work Schedules

(H22) Rev. 1 10/22/2014

NOTICE: Daily work schedules and facility operations are **NOT** consistent on the Hanford Site. Many organizations and facilities **observe Friday closures.**

Accordingly, BEFORE scheduling deliveries or site work, the Subcontractor shall make specific schedule arrangements with the Contract Specialist, BTR, Facility Manager, Delivery Warehouse Manager, Building Manager, or other cognizant Mission Support Alliance organization.

The Buyer will not be liable for the cost of any delays, demurrage, layovers, extra travel days, etc., which result from Subcontractor's failure to obtain a specific delivery or work schedule in advance.



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H.4 Designation of Technical Representative

(H38) Rev. 0 3/14/2011

The Contract Specialist hereby designates the following as the Buyer's Technical Representative, (BTR) for this Subcontract: Name/phone/mail stop/email: Mike Merk / 509-373-0500 / S4-25 / Michael.L.Merk@rl.gov.

The BTR is responsible for monitoring and providing technical guidance for this Subcontract and should be contacted regarding questions or problems of a technical nature. The BTR is also responsible for appropriate surveillance of the Subcontractor's representative while on site. However, in no event will an understanding, agreement, modification, change order, or any deviation from the terms of this Subcontract be effective or binding upon the Buyer unless formalized by proper contractual documents executed by the Contract Specialist prior to completion of this Subcontract.

On all matters that pertain to Subcontract terms, the Subcontractor shall contact the Contract Specialist specified within this Subcontract. When in the opinion of the Subcontractor, the BTR requests or directs efforts outside the existing scope of the Subcontract; the Subcontractor shall promptly notify the Contract Specialist in writing. **The BTR does not possess any explicit, apparent or implied authority to modify the Subcontract.** No action should be taken until the Contract Specialist makes a determination and modifies the Subcontract in writing.

H.5 Net Price Changes

(H58) Rev. 0 3/14/2011

If during the term of this Subcontract, Subcontractor's net prices to others for materials of like kind and quantity to those furnished to the Buyer are reduced below those set forth herein, Subcontractor agrees to give the Buyer the benefit of such reductions while they are in effect and to notify the cognizant Contract Specialist promptly of such price changes.

I.0 Terms and Conditions

The terms and conditions set forth or referenced in the body of this document by the Buyer shall apply and the Buyer objects to and shall not be bound by any additional or different terms and conditions.

I.1 General Provisions – Commercial

(Revision 03, July 23, 2015) *

<http://www.hanford.gov/pmm/page.cfm/Provisions>

***Section 9.3 of the general provisions – commercial is deleted. Taxes and fees should be applied in accordance with the Award clause of this Subcontract.**



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I.2 Special Provisions – On-Site (Formerly SP-5)

(Revision 01, December 15, 2014)

<http://www.hanford.gov/pmm/page.cfm/Provisions>

J.0 List of Attachments

J.1 Statement of Work (SOW)

The attached Statement of Work: Tires & Related Materials for Fleet Services Dated: ~~October 1, 2016~~ December 8, 2016–revision: ~~0~~ 1–identifies the scope and performance expectations of the Subcontract. The SOW is incorporated into and made a part of this Subcontract along with all of the other clauses and terms identified herein.

J.2 Pricing – Tires for Fleet Services

The attached Excel Spreadsheet shall be populated with pricing for evaluation purposes.

K.0 Signatures – N/A

L.0 Representations and Certifications

L.1 Subcontractor Acknowledgement of Federal Online Representations and Certifications

(L16) Rev. 2 9/07/2012

Mission Support Alliance, LLC (“MSA”), relies upon Subcontractor’s current representations and certifications within a Federal web-based system that centralizes and standardizes the collection, storage and viewing of many of the representations and certifications required by the Federal Acquisition Regulations. Effective August 2012, that Federal system is now System for Award Management (SAM) at www.sam.gov.

By submitting a proposal to MSA in response to this solicitation, the Subcontractor is certifying that:

1. The representation and certification information within SAM is still current;
2. All statements and explanatory documentation submitted is current and accurate;
3. Signer is authorized to represent the Subcontractor in all matters related to pricing, terms and conditions, and conduct of business;



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4. Subcontractor complies with all requirements of State of Washington statutes, ordinances, rules and regulations, codes, and orders related to equal employment opportunity and operation of non-segregated facilities;
5. All Subcontractor employees who may work on MSA's premises or on the Hanford Site are not under the influence of controlled substances, drugs or alcohol. Subcontractor agrees to testing of assigned employees under the MSA's program for controlled substances;
6. Subcontractor's information in the MSA's registration system is current (no more than 12 months old); and
7. Subcontractor will update SAM on an annual basis.